

**June 18, 2018 7:00 P.M.**

**JONES COUNTY BOARD OF COMMISSIONERS**

**REGULAR MEETING**

**JONES COUNTY AGRICULTURAL BUILDING, 110 MARKET STREET**

**TRENTON, NC 28585**

**MINUTES**

**COMMISSIONERS PRESENT:**

Mike Haddock, Chairperson  
Zack Koonce, Commissioner  
Sondra Ipock-Riggs, Commissioner  
Frank Emory, Commissioner

**OFFICIALS PRESENT:**

Franky J. Howard, County Manager  
Angelica Hall, Clerk  
Brenda Reece, Finance Officer  
Hope Avery, Tax Admin/Assessor

**COMMISSIONERS ABSENT:**

Joseph Wiggins, Vice-Chairperson

The Chairperson called the meeting to order and Commissioner Frank Emory gave the invocation. **MOTION** was made by Commissioner Zack Koonce, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the agenda be **APPROVED** as presented.

**MOTION** made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the minutes for the Regular Meeting on June 4, 2018 be **APPROVED** with the following addition:

9. Resolution- Hog Industry

**PUBLIC COMMENT PERIOD:**

None

**1. RECONVENE BOARD OF EQUALIZATION AND REVIEW- WALKER REAL ESTATE INVESTMENTS**

**MOTION** made by Commissioner Frank Emory, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried to reconvene the Jones County Board of Equalization and Review.

Mrs. Hope Avery, Tax Admin/ Assessor spoke with the Board about the Walker Real Estate Investments, Inc appeal. There was discussion by the Board. Mr. Walker, the property owner spoke to the Board and requested the value be adjusted to the purchase price. **MOTION** made by Commissioner Frank Emory, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the Walker Real Estate Investments, Inc appeal not be approved and the value of the property remains at \$164,761.

**MOTION** made by Commissioner Joseph Wiggins, seconded by Commissioner Frank Emory and unanimously carried that the Board recess until the next Commissioner Meeting on July 9, 2018.

**2. REGIONAL AGING ADVISORY COMMITTEE (RAAC)**

Mr. Franky Howard, County Manager, presented the Board with a request from the Regional Aging Advisory Council to reappoint Ms. Della Ancrum and Mr. Matthew Brinkley to serve Jones County. **MOTION** made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce and unanimously carried **THAT** the request to reappoint Ms. Della Ancrum and Mr. Matthew Brinkley be **APPROVED** as presented.

**3. ACCEPT EDTAP FUNDING FROM PAMLICO COUNTY \$5,5000**

Mr. Franky Howard, County Manger, presented the Board with a request to accept EDTAP funding from Pamlico County. This request is to accept funding in the amount of \$5,500.00 from Pamlico County for EDTAP transportation. Mr. Howard explained that this was part of the Rural Transportation Funding (ROAP). **MOTION** made by Commissioner Zack Koonce, seconded by Commissioner Franky Emory and unanimously carried **THAT** the request to accept EDTAP funding from Pamlico County in the amount of \$5,500.00 be **APPROVED** as presented. A copy of the request letter is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

**4. BUDGET AMENDMENTS #26-27**

Mr. Franky Howard, County Manager, presented the Board with Budget Amendments #26-27 to keep the County in line with expenditures. **MOTION** was made by Commissioners Zack Koonce seconded by Commissioner Frank Emory, and unanimously carried **THAT** Budget Amendments #26-27 be **APPROVED** as presented. A copy of the Budget Amendments are marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

**5. TAX COLLECTION REPORT**

Mr. Franky Howard, County Manager, presented the Board with the Tax Collection Report for May 2018. This is information only. A copy of this report is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes.

**6. JULY MEETING DATES**

Mr. Franky Howard, County Manager, presented the Board with the following recommendation to change the July 2<sup>nd</sup> meeting to July 9<sup>th</sup> at 8:30 am due to the Holiday week of July 4<sup>th</sup>. Mr. Howard explained that this would shorten the time between meetings since the NACO Conference is the following week therefore canceling the July 16 meeting. **MOTION** was made by Commissioners Franky Emory, seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** the meeting for July 2, 2018 be changed to July 9, 2018 at 8:30 am be **APPROVED** as presented.

**7. STATE OF EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT**

Mr. Franky Howard, County Manager, presented the Board with the amended MOU with the State Emergency Management. Mr. Howard explained that this would give Jones County an additional \$1200.00. **MOTION** was made by Commissioners Franky Emory, seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the State of Emergency Management Mutual Aid Agreement be **APPROVED** as presented. A copy of this MOU is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

#### **8. HIGHWAY 17- LEES CHAPEL ROAD CONCERNS**

Commissioner Sondra Ipock-Riggs addressed the Board about the Highway 17 concerns at Lees Chapel Road. Commissioner Riggs explained that there was no way farm equipment could get across the road. Commissioner Riggs also stated that the highway needed to be widened. Commissioner Riggs requested a letter be sent to the Governor and the DOT about the issues stated. **MOTION** was made by Commissioners Sondra Ipock-Riggs, seconded by Commissioner Frank Emory, and unanimously carried **THAT** a request be submitted to the DOT to come to the location and see the safety issues that have come about for the farmers, truckers, and loggers with the new changes that have been made to Highway 17 South.

#### **9. RESOLUTION- HOG INDUSTRY**

Mr. Franky Howard, County Manager, presented the Board with a resolution from the Hog industry. **MOTION** was made by Commissioners Franky Emory, seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** the Resolution be **APPROVED** as presented. A copy of this Resolution is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

#### **COUNTY MANAGER'S REPORT**

None


#### **COMMISSIONER'S REPORTS**

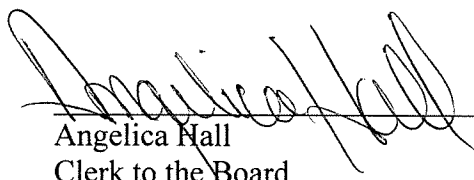
*Commissioner Zack Koonce*-Announced that he attended the following: the Jones Senior High School Graduation along with Commissioner Frank Emory, Commissioner Sondra Ipock-Riggs and Commissioner Joe Wiggins. Commissioner Koonce also attended the Pollocksville Town showing with Commissioner Sondra Ipock-Riggs.

#### **PUBLIC COMMENT**

None

**MOTION** made by Commissioner Frank Emory , seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the meeting be **ADJOURNED** at 8:15 p.m.

  
Mike Haddock  
Chairman

  
Angelica Hall  
Clerk to the Board

*County of Jones*  
*Finance Office*

Brenda C. Reece  
Finance Officer

418 Hwy 58 N, Unit A  
Trenton, North Carolina 28585

Phone: (252) 448-5111  
Email: [breece@jonescountync.gov](mailto:breece@jonescountync.gov)

April 26, 2018

Pamlico County Social Services  
Attn: Debra Jones  
828 Alliance Main Street  
Bayboro, NC 28515

Dear Debra:

Jones County is currently running low on EDTAP funds for the Rural Operating Assistance Program (ROAP). Jones County could use an additional amount of \$5500.00, if available. This letter is to request the additional funding from Pamlico County DSS. The check would need to be made out to Jones County, and mailed to 418 Hwy 58 N, Unit A, Trenton, NC 28585. We greatly appreciate the transfer of these additional funds.

If you need any additional information, please feel free to contact me at 252-448-5111.

Sincerely,



Brenda Reece  
Finance Officer

## Budget Amendment

Date: 6/18/2018

Fund: General Fund

Fiscal Year: 2017-2018 Amendment #26

**Decrease Expenditures**

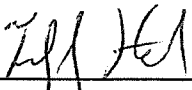
Computer	Broadband Service	11-4210-5384-00	2,081.75
General Health	Essential Services	11-5110-5299-35	848.70
Legal	Legal Fees-Other	11-4150-5192-01	2,050.00
<b>Total Decrease</b>			<b>4,980.45</b>

**Increase Expenditures**

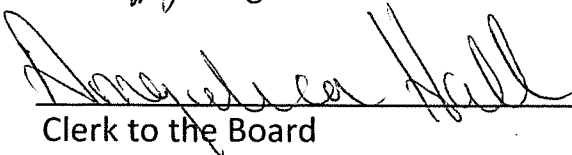
Bioterrorism	Broadband Service	11-5189-5384-00	2,081.75
Governing Board	FICA	11-4110-5181-00	50.00
Housekeeping	Salaries - Part-time	11-4261-5126-00	2,000.00
Child Health	Supplies - Medical	11-5161-5239-00	273.70
Child Health	Salaries	11-5161-5121-00	500.00
Child Health	FICA	11-5161-5181-00	35.00
Child Health	Retirement	11-5161-5182-00	40.00
<b>Total Increase in Expenditures</b>			<b>4,980.45</b>



Chairman



County Manager



Clerk to the Board



Finance Officer

Budget Amendment

Date: 6/18/2018

Fund: General Fund

Fiscal Year: 2017-2018 Amendment #27

**Increase Revenue**

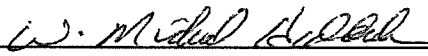
Restircted Other	Forest Receipts	11-0213-4591-00	23,916.62
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<b>Total Increase in Revenue</b>			<b>23,916.62</b>
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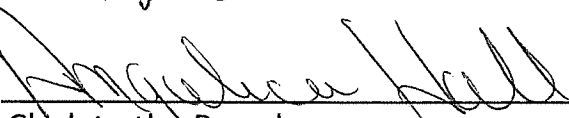
**Increase Expenditures**


Schools-Current Expense	Forest Receipts	11-5911-5630-00	23,916.62
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<b>Total Increase in Expenditures</b>			<b>23,916.62</b>
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Chairman

  
County Manager

  
Clerk to the Board

  
Finance Officer



# COUNTY OF JONES

JONES COUNTY TAX OFFICE

Hope Avery  
Tax Administrator/Assessor

P. O. Box 87  
Trenton, North Carolina 28585-0087

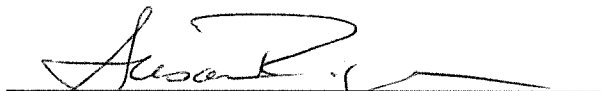
Susan Riggs  
Tax Collector

**June 7, 2018**

**Jones County Tax Collector:**

**For the Month of May:**

2017 Levy Collected by Tax Office:	\$ 40,291.11
2017 Levy Collected by NCVTS:	65,161.45
2008-2016 Levy Collected:	11,053.32
<b>Total Levy Collected:</b>	<b>\$ 116,505.88</b>

  
 Susan B. Riggs  
 Jones County Tax Collector

2017Levy: \$ 7,225,025.34

Collected on 2017 Levy as of 5/31/2018: 6,950,393.27

**Other Levy Adjustments:**

Releases:	35,800.73
Write-Offs:	71.69

<b>Total Levy Reduction:</b>	<b>\$ 6,986,265.69</b>
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Percent (%) of Levy Reduced as of 5/31/18: 96.70%

Percent (%) of Levy Reduced as of 5/31/17: 96.82%



# NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT REVISION 2017

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FOR THE

County of                      Jones, North Carolina

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters;

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;
4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

THEREFORE, pursuant to G.S. 166A-19.72, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:



## **SECTION I. DEFINITIONS**

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" includes personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property, resulting from any natural or man-made accidental, military, or paramilitary cause.

"Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15.

"Party" means a governmental entity which has adopted and executed this Agreement.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

## **SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage

each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

### **SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE**

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a emergency and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency under G.S. 166A-19.22, and a completed form describing recipient's projected needs in light of the emergency. All requests for mutual aid and assistance shall be transmitted by the party's *Authorized Representative* or to the *Coordinator of the Local Agency* as set forth below.

**A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE:** Recipient shall set forth requests as follows:

(i) **REQUESTS ROUTED THROUGH THE RECIPIENT'S LOCAL AGENCY:** Recipient may directly contact the Local Agency, in which case it shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact other parties on behalf of Recipient to coordinate the provision of mutual aid and assistance. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

(ii) **REQUESTS MADE DIRECTLY TO PROVIDER:** Recipient may directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement. Provider and Recipient shall be responsible for keeping Local Agencies advised of the status of response activities, in a timely manner.

(iii) **RECORD OF REQUESTS TO BE PROVIDED:** A record of the request for assistance shall be provided by the Recipient to the Director of the Division of Emergency Management in the NC Department of Public Safety, in a timely manner.

**B. REQUIRED INFORMATION:** Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. **Stricken Area and Status:** A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is imminent, in progress, or has already occurred) and of the damage sustained to date;
2. **Services:** Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
3. **Infrastructure Systems:** Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;
4. **Aid and Assistance:** The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. **Provider's Traveling Employee Needs--**Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.
6. **Facilities:** The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
7. **Meeting Time and Place:** An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

**C. STATE AND FEDERAL ASSISTANCE:** Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Agency.

**SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

When contacted by the Recipient/Local Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the

Recipient/Local Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Agency, the Local Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

#### **SECTION V. SUPERVISION AND CONTROL**

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor. As soon as practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at mutually agreed upon intervals.

#### **SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

#### **SECTION VII. REIMBURSEMENTS**

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

B. Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

C. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this

section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

D. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 and applicable Office of Management and Budget (OMB) Circulars.

E. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

F. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

#### **SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES**

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

#### **SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for

the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

#### **SECTION X. IMMUNITY**

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

#### **SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY**

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement. Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

#### **SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT**

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

#### **SECTION XIII. AMENDMENTS**

Manner-- This Agreement may be modified at any time upon the mutual written consent of

the Recipient and Provider.

Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

**SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

**SECTION XV. HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

**SECTION XVII. EFFECTIVE DATE**

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.



NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE  
AGREEMENT REVISION 2017

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IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF PUBLIC SAFETY

BY:

Erik A. Hooks, Secretary  
Department of Public Safety

Date:

BY:

Michael A. Sprayberry, Director  
Division of Emergency Management

Date:

BY: W. Michael Haddock  
Chief Executive Officer/Local Government

Name: **W. Michael Haddock**

Title: **Chairperson**

Name of Unit: **Jones County Board of Commissioners**

Date: **June 18, 2018**

WITNESS: 

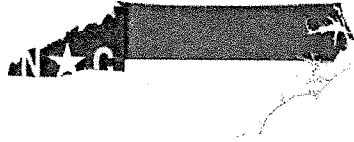
This Instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. DATE 6/18/18  
FINANCE OFFICER Brenda C. Reece

APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel  
Department of Public Safety

Date:



## LIST OF AUTHORIZED REPRESENTATIVES TO CONTACT FOR EMERGENCY ASSISTANCE

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FOR THE County of Jones, North Carolina

MAILING ADDRESS:

**Jones County Office of Emergency Management**

**418 NC Highway 58 North,**

**Unit A**

DATE: **June 18, 2018**

### PRIMARY REPRESENTATIVE

---

NAME: **F. Eric Merritt, CFM**

TITLE: **Emergency Management Coordinator**

DAY PHONE: **(252) 448-1221**

NIGHT PHONE: **(252) 268-0796**

CELL PHONE: **(252) 268-0796**

FAX: **(252) 448-1072**

### FIRST ALTERNATE REPRESENTATIVE

---

NAME: **Timmy Pike, EMT-P**

TITLE: **EMS Director / Fire Marshal**

DAY PHONE: **(252) 448-1697**

NIGHT PHONE: **(252) 665-3281**

CELL PHONE: **(252) 665-3281**

FAX: **(252) 448-1072**

### SECOND ALTERNATE REPRESENTATIVE

---

NAME: **Franky J. Howard**

TITLE: **County Manager**

DAY PHONE: **(252) 448-7571**

NIGHT PHONE: **(252) 229-1411**

CELL PHONE: **(252) 229-1411**

FAX: **(252) 448-1072**

## EXHIBIT E

### BOARD OF COUNTY COMMISSIONERS

MIKE HADDOCK, Chairman  
839 Henderson Road  
Trenton, NC 28585

JOSEPH F. WIGGINS, Vice Chair  
641 Richlands Road  
Trenton, NC 28585

FRANK EMORY  
8466 Hwy 41 West  
Richlands, NC 28574

ZACK KOONCE  
1539 Ten Mile Fork Road  
Trenton, NC 28585

SONDRA IPOCK RIGGS  
862 Riggstown Rd.  
Pollocksville, NC 28573



418 Hwy 58 North Unit A  
TRENTON, NORTH CAROLINA 28585  
(252) 448-7571 FAX (252) 448-1072

### COUNTY MANAGER

FRANKY J. HOWARD  
418 Hwy 58 N. Unit A  
Trenton, NC 28585

### COUNTY ATTORNEY

JIMMIE B. HICKS  
P.O. Drawer 889  
New Bern, NC 28563

### CLERK TO THE BOARD

ANGELICA K. HALL  
418 Hwy 58 N. Unit A  
Trenton, NC 28585

WEBSITE:  
[www.jonescountync.gov](http://www.jonescountync.gov)  
email:  
[jonescounty@jonescountync.gov](mailto:jonescounty@jonescountync.gov)

## RESOLUTION

**WHEREAS**, agriculture and agribusiness is the number one industry in North Carolina contributing \$85 billion to our State's economy; and

**WHEREAS**, we enjoy a food supply that is abundant, affordable and among the world's safest, thanks in large part to the efficiency and productivity of North Carolina's farmers; and

**WHEREAS**, our farmers provide the food, fuel and fiber for our state and our country;  
and

**WHEREAS**, agriculture touches the life of everyone, whether it be in our daily meals or the clothes we wear; and

**WHEREAS**, farming supports other community businesses and the local economy; and

**WHEREAS**, it is estimated that we are going to need to increase food production by at least 70 percent by 2050 to meet the growing world food demands; and

**WHEREAS**, we are losing farmland at an alarming rate and it is getting progressively more difficult to recruit and retain farmers willing to work our state's land; and

**WHEREAS**, we need to support our agricultural industry and our farmers, and encourage a safe and abundant food supply.

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Jones County Board of County Commissioner, do hereby support the passage of SB711, the NC Farm Act of 2018.

Adopted This 18th Day of June 2018

Attest:

Angelica Hall, Clerk to Board

  
Mike Haddock, Chairman

